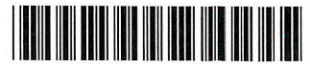


# **EXHIBIT A**



20127191

FILED  
ALAMEDA COUNTY

OCT 10 2017

CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

Kevin D. Lally (SBN 095374)  
Robin L. Thornton (SBN 255736)  
Philip M. Greenan (SBN 291923)  
GREENAN, PEPPER, SALLANDER & LALLY LLP  
6111 Bollinger Canyon Road, Suite 500  
San Ramon, California 94583  
Telephone: (925) 866-1000/ Facsimile: (925) 830-8787

Attorneys for Plaintiff, Cross-Defendants, and Cross-Complainants  
VRINDERPAUL S. MANN, doing business as  
Cream Real Estate Investments and HERMAN MANN

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA  
UNLIMITED JURISDICTION

VRINDERPAUL S. MANN, an individual,  
doing business as Cream Real Estate  
Investments,

Plaintiff,

vs.

JAWAD SAID, an individual,  
NEIGHBORHOOD RESTORATION FUND  
LLC, a California Limited Liability Company  
and ROES I through XX, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS

Case No. HG16802566

**JUDGMENT ON JURY VERDICT**

Judge: The Honorable Frank Roesch

Date Filed: February 3, 2016

Trial Date: September 11, 2017

1 This action came on regularly for trial on September 11, 2017, in Department 24 of the  
2 Superior Court of Alameda County, the Honorable Frank Roesch presiding; Plaintiff, Cross-  
3 Defendant, and Cross-Complainant Vrinderpaul S. Mann, dba Cream Real Estate Investments,  
4 and Cross-Defendant and Cross-Complainant Herman Mann (collectively, the "Manns")  
5 appearing by attorneys Kevin D. Lally and Robin L. Thornton of Greenan, Pepper, Sallander &  
6 Lally LLP and Defendant, Cross-Complainant, and Cross-Defendant Jawad Said, Defendant and  
7 Cross-Defendant Neighborhood Restoration Fund LLC, and Cross-Defendants Horia Said and  
8 Khatera Said (collectively, the "Said") appearing by attorney Paul Steiner of the Law Offices of  
9 Paul J. Steiner.

10 A jury of twelve (12) persons was regularly impaneled and sworn. Witnesses were sworn  
11 and testified. After hearing the evidence and arguments of counsel, the jury was duly instructed  
12 by the Court and the cause submitted to the jury with directions to return a verdict on special  
13 issues. The jury deliberated and thereafter returned into Court with its verdict, in three separate  
14 verdict forms, as follows:

15 1. **Breach of Oral Contract:**

16 (*Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against*  
17 *Jawad Said and Neighborhood Restoration Fund LLC*)

18 Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
19 Jawad Said and Neighborhood Restoration Fund, LLC in the amount of \$387,637.00;

20 2. **Breach of Oral Contract:**

21 (*Claim by Jawad Said Against Herman Mann*)

22 Jawad Said take nothing by this claim and Herman Mann is entitled to judgment for  
23 costs against Jawad Said;

24 ///

25 ///

26 ///

27  
28

1           3.       **Intentional Misrepresentation:**

2           (Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against  
3       Jawad Said and Neighborhood Restoration Fund LLC)

4           Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
5       Jawad Said and Neighborhood Restoration Fund, LLC, and each of them, for their fraudulent  
6       conduct in the amount of \$387,637.00;

7           4.       **Intentional Misrepresentation:**

8           (Claim by Jawad Said Against Vrinderpaul Mann, dba Cream Real Estate Investments)

9           Jawad Said take nothing by this claim and Vrinderpaul Mann, dba Cream Real Estate  
10       Investments, is entitled to judgment for costs against Jawad Said;

11          5.       **Intentional Misrepresentation:**

12          (Claim by Jawad Said Against Herman Mann)

13          Jawad Said take nothing by this claim and Herman Mann is entitled to judgment for costs  
14       against Jawad Said;

15          6.       **Negligent Misrepresentation:**

16          (Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against  
17       Jawad Said and Neighborhood Restoration Fund LLC)

18          Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
19       Jawad Said and Neighborhood Restoration Fund LLC. .

20          7.       **Negligent Misrepresentation:**

21          (Claim by Jawad Said Against Vrinderpaul Mann, dba Cream Real Estate Investments)

22          Jawad Said take nothing by this claim and Vrinderpaul Mann, dba Cream Real Estate  
23       Investments, is entitled to judgment for costs against Jawad Said;

24          8.       **Negligent Misrepresentation:**

25          (Claim by Jawad Said Against Herman Mann)

26          Jawad Said take nothing by this claim and Herman Mann is entitled to judgment for costs  
27       against Jawad Said;

28       ///



1           9.       **Breach of Covenant of Good Faith and Fair Dealing:**

2           (Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against  
3       Jawad Said and Neighborhood Restoration Fund LLC)

4           Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
5       Jawad Said and Neighborhood Restoration Fund, LLC in the amount of \$387,637.00;

6           10.       **Breach of Fiduciary Duty:**

7           (Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against  
8       Jawad Said and Neighborhood Restoration Fund LLC)

9           Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
10       Jawad Said and Neighborhood Restoration Fund, LLC in the amount of \$387,637.00;

11          11.       **Breach of Fiduciary Duty:**

12          (Claim by Jawad Said Against Herman Mann)

13          Jawad Said take nothing by this claim and Herman Mann is entitled to judgment for costs  
14       against Jawad Said;

15          12.       **Constructive Trust:**

16          (Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against  
17       Jawad Said and Neighborhood Restoration Fund LLC)

18          Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
19       Jawad Said and Neighborhood Restoration Fund, LLC in the amount of \$387,637.00;

20          13.       **Constructive Trust:**

21          (Claim by Jawad Said Against Herman Mann)

22          Jawad Said take nothing by this claim and Herman Mann is entitled to judgment for costs  
23       against Jawad Said;

24          14.       **Unjust Enrichment:**

25          (Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against  
26       Jawad Said and Neighborhood Restoration Fund LLC)

27          Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
28       Jawad Said and Neighborhood Restoration Fund, LLC in the amount of \$387,637.00;

1           15.     **Conversion:**  
2                 *(Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against*  
3                 *Jawad Said and Neighborhood Restoration Fund LLC)*

4                 Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
5                 Jawad Said and Neighborhood Restoration Fund, LLC in the amount of \$387,637.00;

6           16.     **Voidable Transfer:**  
7                 *(Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against*  
8                 *Horia Said, Khatera Said, Jawad Said and Neighborhood Restoration Fund LLC)*

9                 Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
10                Horia Said, Khatera Said, Jawad Said and Neighborhood Restoration Fund LLC voiding the  
11                transfer by Deed of Trust of certain real property located at 4597 Deep Creek Road, Fremont,  
12                California 94555 (APN 543-0414-001-00), recorded on June 1, 2016 as Document No.  
13                2016137569 in the Official Records of the Alameda County;

14           17.     **Constructive Voidable Transfer:**  
15                 *(Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against*  
16                 *Horia Said, Khatera Said, Jawad Said and Neighborhood Restoration Fund LLC)*

17                 Vrinderpaul Mann, dba Cream Real Estate Investments, is entitled to judgment against  
18                 Horia Said, Khatera Said, Jawad Said and Neighborhood Restoration Fund LLC voiding the  
19                 transfer by Deed of Trust of certain real property located at 4597 Deep Creek Road, Fremont,  
20                 California 94555 (APN 543-0414-001-00), recorded on June 1, 2016 as Document No.  
21                 2016137569 in the Official Records of the Alameda County;

22           18.     **Concealment:**  
23                 *(Claim by Jawad Said Against Herman Mann and Vrinderpaul Mann, dba Cream Real*  
24                 *Estate Investments)*

25                 Jawad Said take nothing by this claim and Herman Mann and Vrinderpaul Mann dba  
26                 Cream Real Estate Investments are entitled to judgment for costs against Jawad Said;

27                 ///

28                 ///

19. **Punitive Damages:**

(Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, Against Jawad Said, Horia Said, and Neighborhood Restoration Fund LLC)

Vrinderpaul Mann, dba Cream Real Estate Investments is entitled to punitive damages against Jawad Said in the amount of \$150,000 and against Horia Said in the amount of \$37,500.

Vrinderpaul Mann, doing business as Cream Real Estate Investments, takes nothing by this claim against Neighborhood Restoration Fund LLC and Neighborhood Restoration Fund LLC is entitled to judgment on this claim;

20. **Alter Ego:**

(Claim by Vrinderpaul Mann, doing business as Cream Real Estate Investments, and Herman Mann Against Jawad Said, Horia Said, and Neighborhood Restoration Fund LLC)

Vrinderpaul Mann, dba Cream Real Estate Investments and Herman Mann are entitled to judgment against Jawad Said, Horia Said and Neighborhood Restoration Fund, LLC finding that Neighborhood Restoration Fund LLC is the alter ego of its members Jawad Said and Horia Said and that Jawad Said and Horia Said are personally liable for the indebtedness of Neighborhood Restoration Fund LLC to Vrinderpaul Mann.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Saims take nothing by their Cross-Complaint and that Vrinderpaul S. Mann have and recover the following:

a. From Jawad Said, Horia Said, and Neighborhood Restoration Fund, LLC, and each of them, the sum of \$387,637.00 with prejudgment interest thereon of ten percent (10%) per annum from and including October 30, 2015 to the date of entry of this judgment, presently calculated through October 4, 2017, at the sum of \$74,871.00, plus \$106.20 per day until entry of judgment, with additional interest thereon at the rate of ten percent (10%) per annum from the date of entry of this judgment until paid.

b. From Jawad Said, the sum of \$150,000 as punitive damages, plus interest thereon at the rate of ten percent (10%) per annum from the date of entry of this judgment until paid.



1 c. From Horia Said, the sum of \$37,500 as punitive damages, plus interest thereon at  
2 the rate of ten percent (10%) per annum from the date of entry of this judgment until paid.

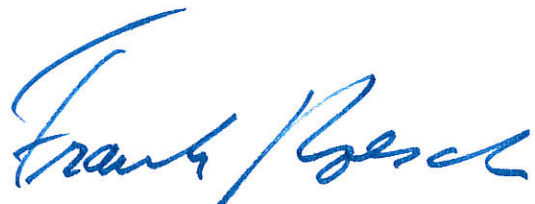
3 d. From Jawad Said, Horia, Said, and Neighborhood Restoration Fund, LLC, costs, ,  
4 and disbursements as determined pursuant to a memorandum of costs for costs of suit.

5 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the transfer by Deed  
6 of Trust of certain real property located at 4597 Deep Creek Road, Fremont, California 94555  
7 (APN 543-0414-001-00), recorded on June 1, 2016 as Document No. 2016137569 in the Official  
8 Records of the Alameda County, is VOID.

9 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Neighborhood  
10 Restoration Fund LLC is the alter ego of its members Jawad Said and Horia Said and that Jawad  
11 Said and Horia Said are personally liable for the indebtedness of Neighborhood Restoration Fund  
12 LLC to Vrinderpaul Mann.

13 IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT Herman Mann is  
14 awarded his costs of suit as determined pursuant to his Memorandum of Costs.

15  
16 Dated: October 10, 2017



17  
18  
19 Hon. Frank Roesch  
20 JUDGE OF THE SUPERIOR COURT

21  
22 APPROVED AS TO FORM:

23 LAW OFFICES OF PAUL J. STEINER

24  
25 By: \_\_\_\_\_

26 Paul J. Steiner  
27 Attorneys for the Sais

28 Dated: October \_\_, 2017